

State of North Carolina Office of Information Technology Services

Telecommunication Services

Michael F. Easley, Governor

Ronald P. Hawley, State Chief Information Officer

May 30, 2001

RECEIVED

Ms. Magalie Roman Salas Secretary Federal Communications Commission Office of the Secretary 445-12th Street SW 12th Street Lobby Counter TW-A325 Washington, D.C. 20554

MAY 3 1 2001

FCC MAIL ROOM

RE:

Request for Review by the

North Carolina Department of Commerce-SIPS Nash County-Rocky Mount Public School System

Of Decision of the Universal Service Administrator for Program Year 3

FCC Docket Number 96-45 FCC Docket Number 97-21

Dear Ms. Roman Salas:

Enclosed, please find an appeal of the Universal Service Administrator's decision denying E Rate funding for Program Year 3 to the Nash County—Rocky Mount Public School System.

We are sending this via overnight carrier to the above address.

Thank you for your consideration of this matter.

Sincerely,

Dr. Nancy Atkins

Manay Otteins

School Technology Manager

N.C. Office of Information Technology Services

Before the Federal Communications Commission Washington DC 20554

MAY 3 1 2001 FCC MAIL ROOM

In the Matter of

Request for Review by the North Carolina Department of Commerce-SIPS Nash County-Rocky Mount Public School System)	FCC Docket No. 96-45 FCC Docket No. 97-21
Of Decision of the Universal Service Administrator for Program Year 3))	

Applicant: North Carolina Department of Commerce -SIPS

Nash County-Rocky Mount Public School System

Billed Entity Number: 162994 Application Number 201160 FRN 442461

Summary

The North Carolina Department of Commerce –SIPS/ Nash County-Rocky Mount Public School System ("the Applicant") respectfully asks the Federal Communications Commission ("FCC") to review the decision of the Universal Service Administrator for E Rate program year 3, 2000-2001, which denied part of our application for E Rate discounts for voice telephone service. The SLD denied our application because it said we had not provided sufficient documentation to support the contract through the end of Funding Year 3.

The Applicant believes that it has correctly followed the Administrative Rules for this program. To the extent that the SLD or the FCC believes that it did not, the Applicant respectfully shows the FCC that there was never any intent to defraud, misrepresent or work in bad faith against any of the Rules of the Program. Failure to get the total amount of E Rate discount for Year 3 is a detriment to the Nash County-Rocky Mount Public School System, which is still recovering from the effects of Hurricane Floyd.

We respectfully ask that the FCC review the evidence presented in this case, review the SLD's decision in this matter and allow the Nash County-Rocky Mount Public School System to receive its E Rate discount for Funding Year 3 for telecommunications services.

Statement of Interest

The Applicant is the public school system for Nash County and Rocky Mount (city), North Carolina. Nash County is located in eastern North Carolina. Using 1990 census data, 13.7% of county residents are college graduates and 65.1% are high school graduates. The county's average SAT combined scores for verbal and math in 2000 was 957. The annual unemployment rate for 2000 averaged 5.3%.

For Funding Year 3, July 1, 2000 through June 30, 2001, the Applicant chose the State Master Contract for voice telecommunications service. The billed entity for this service is the North Carolina Department of Commerce – SIPS. The Applicant's request for E rate funding of voice telephone service provided by the State Master Contract was partially denied by the SLD.

The State of North Carolina and Nash County are currently in a budget emergency. The State is facing a revenue shortfall of approximately \$900 million for the fiscal year that ends June 30, 2001. The next fiscal year looks much the same. Loss of the E Rate discount for the County-City School system is therefore serious for both the County-City School System and the State. The amount of the above-listed FRN for telecommunications service that was denied by the SLD is approximately \$66,150.

Statement of Relevant, Material Facts

- For Funding Year 3, the Applicant appropriately filed a Form 470 for telecommunications service. (Attachment 1.) In that Form 470, the Applicant checked Item 7(d) on Block 2 which indicated that it was seeking telecommunications services pursuant to a multi-year contract singed on or before July 10, 1997 but for which no Form 470 had been filed in a previous program year.
- For Funding Year 3, the Applicant chose to get telephone service from the State Master Contract. It filed a Form 471 indicating that choice (Attachment 2) and included several FRNs for voice telephone service of which FRN 442461 was one.
- In its Funding Commitment Decision Letter, the SLD indicated that funding was denied for FRN 442461 with Sprint telephone because the "FRN references services that require a posting of a 470 for each funding year."
- The underlying carrier for the referenced State Master Contract is Sprint Telecommunications Services doing business as Carolina Telephone Service. The State Master Contract with Sprint/Carolina Telephone was signed on December 18, 1996 to be effective when service was established pursuant to the contract. The contract is a multi-year contract. Our understanding is that under the rules for the E Rate program, a contract signed on or before July 10, 1997 is exempt from the competitive bid requirements for the life of the contract.
- The Applicant appealed the decision of the SLD to the Universal Service Administrator. The result of that appeal was a partial denial of the requested amount. In denying part of the request, the Administrator stated, "The contract for telecommunications service was signed 12/18/1996 for a term of four years, expiring on 12/18/2000. The contract has an automatic renewal clause whereby it becomes service on a month-to-month basis after expiration. You have not filed a request for funding for the month-to-month services, nor have you provided sufficient documentation to support the contract through the end of the funding year."
- 47 CFR 54.511 (c) (i) provides "A contract signed on or before July 10, 1997 is exempt from the competitive bid requirements for the life of the contract; . . ." That section of the FCC regulations further provides at (d) (1), "the exemption from the competitive bid requirements set forth in paragraph (c) of this section shall not apply to voluntary extensions or renewals of existing contracts..." (Emphasis added.)

• The contract in question (Attachment 3) provides at Section 4 that the term of the contract shall be 48 months from the date that service is established. Further, at 4(D) the contract provides:

This Agreement will be <u>automatically renewed and extended</u> on a month to month basis from the referenced termination date, unless either party gives written notice to the other of an intention to terminate the agreement at the expiration of the then current terms. Such notice is to be given not less than thirty (30) days prior to the expiration of the then current terms. (Emphasis added.)

- Our position is that by its own terms, the contract continues until such time as either party provides notice of termination to the other party with 30 days notice. The contract has no provision for amendments.
- We are informed that under North Carolina law, where the language of the contract is plain and unambiguous, the construction of the agreement is a matter of law; a reviewing court may not ignore or delete any of its provisions, nor insert words into it, but must construe the contract as written, Minor v. Minor, 70 N.C. App. 76, 79, 318 S.E. 2d 865, 867, disc. rev. denied, 312 N.C. 495, 322 S.E.2d 558 (1984) Contracts are construed according to the intent of the parties, and in the absence of ambiguity, a court construes them by the plain, ordinary and accepted meaning of the language used. Integon General Ins. Corp. v. Universal Underwriters Ins. Co., 100 N.C. App. 64, 68, 394 S.E.2d 209, 211 (1990) (Emphasis added).
- The plain, ordinary and accepted meaning of "automatic" is "largely or wholly involuntary," Merriam-Webster's Collegiate Dictionary. This is not the plain, ordinary and accepted meaning of the word "voluntary." The plain, ordinary and accepted meaning of "voluntary" is proceeding from the will or from one's own choice or consent. <u>Id.</u>
- The contractual term is not a voluntary extension of the contract but an automatic one. The contract continues until someone cancels it.
- The Applicant understands that the FCC and the SLD want to assure themselves that there is some movement toward competition in local telephone service. Both may be interested in knowing that State of North Carolina is in the midst of a large competitive procurement process, which was not finished in December 2000 but is anticipated to be done by the beginning of Year 4 of the E Rate program. The State has filed a Form 470 for this procurement, and that Form 470 has been posted to the SLD web site.
- It is the position of the Applicant that the contract has not been terminated and thus is still in effect from its original signing. It is further the position of the Applicant that the contract has not been terminated because the competitive bidding process for the new contract is not yet finished.

Question Presented for Review

The Applicant believes that the Sprint contract has not been terminated and so, under the plain words of the contract, it continues. The State has not terminated the contract because it is negotiating a new competitive procurement for voice telephone service for North Carolina schools and libraries.

Statement of Relief Sought

The Applicant respectfully asks that the Commission determine that the contract for Sprint Telephone service has not been terminated and thus is grandfathered under FCC regulations. The Applicant further requests that the FCC permit it to receive the E Rate discount for voice telecommunications service from Sprint Telephone service for Program Year 3.

Please do not hesitate to call us if there are any questions surrounding this Appeal.

Contact person:

Ms. Kathryn Wilson

N.C. Office of Information Technology Services

Post Office Box 17209

Raleigh, North Carolina 27619-7209

(919) 981-5229

Kathryn.R.Wilson@ncmail.net

Respectfully submitted this 30th day of May 2001

Dr. Nancy Atkins

School Technology Manager

Office of Information Technology Services

On behalf of the

Nash-Rocky Mount Public School System

Nash County-Rocky Mount Public School System Appeal to the FCC of partial denial of E Rate funding Program Year 3 FCC Dockets Nos. 96-45, 97-21

ATTACHMENT 1 FORM 470

FCC Form Approval by OMB 3060-0806

470

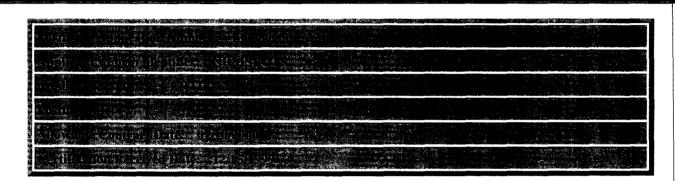
Schools and Libraries Universal Service Description of Services Requested and Certification Form

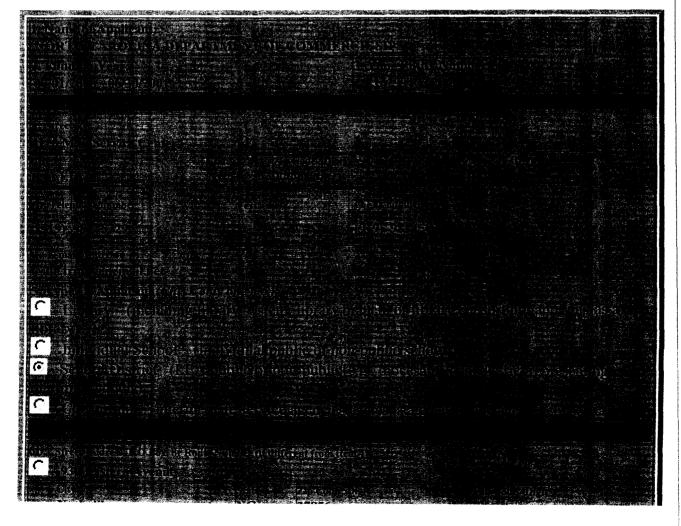
Estimated Average Burden Hours Per Response: 5.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

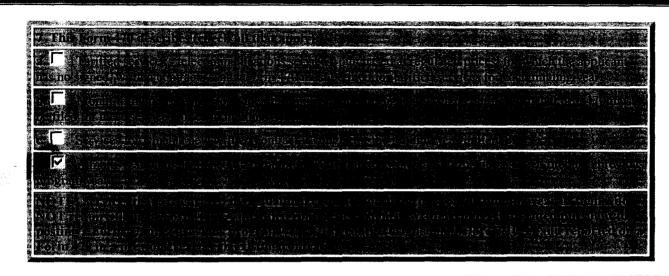
Please read instructions before completing.

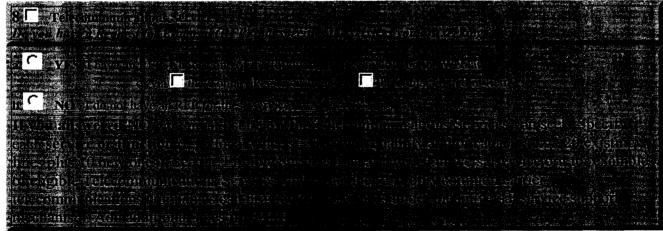
(To be completed by entity that will negotiate with providers.)

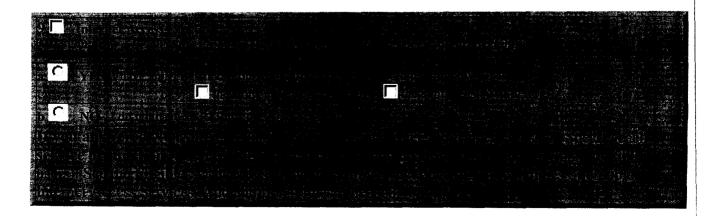


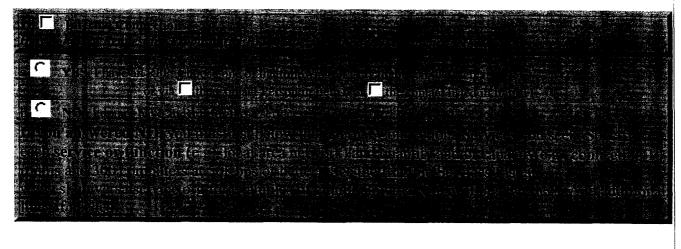


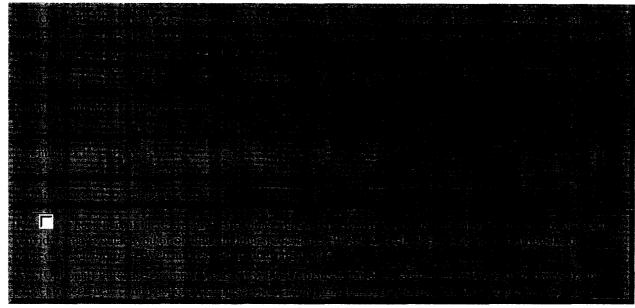


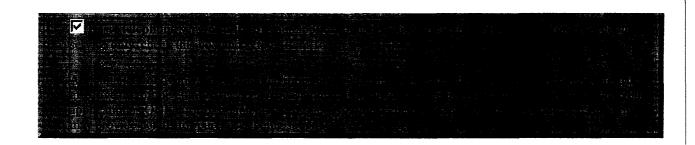


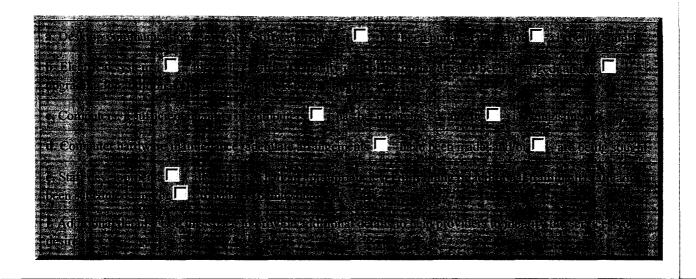


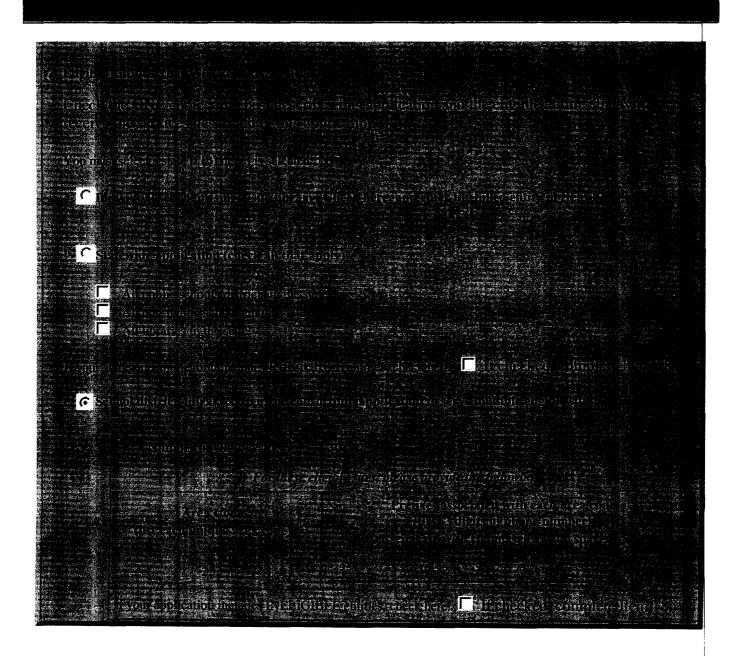


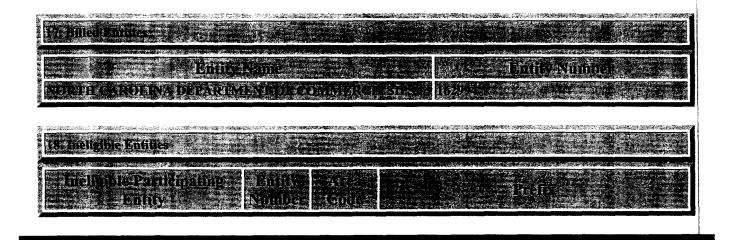


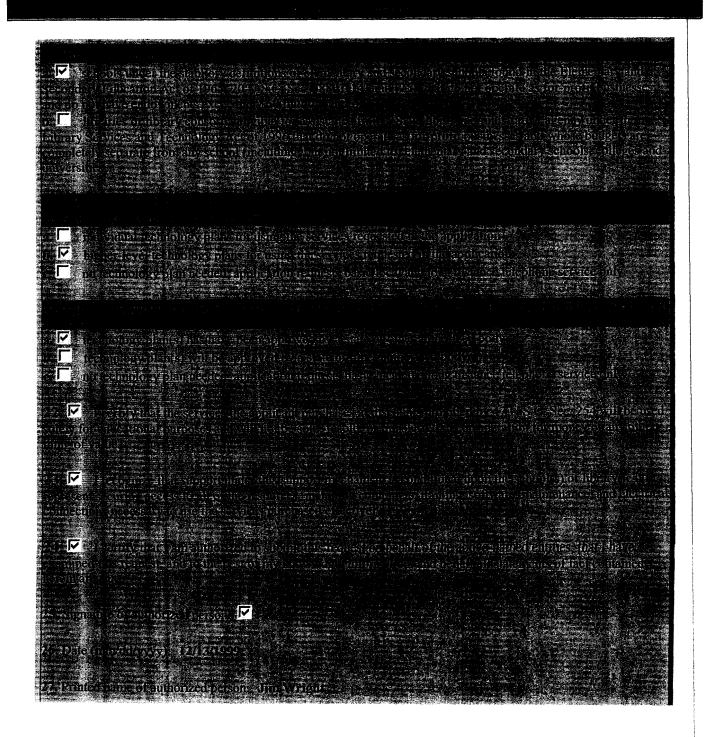














Nash County-Rocky Mount Public School System Appeal to the FCC of partial denial of E Rate funding Program Year 3 FCC Dockets Nos. 96-45, 97-21

ATTACHMENT 2 FORM 471

FCC Form 47	F	CC	Fc	rm	47	1
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Do not write in this area.

Approval by OMB 3060-0806

Schools and Libraries Universal Service Services Ordered and Certification Form 471

Estimated Average Burden Hours Per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (See www.sl.universalservice.org for filing this form online)

rm.)
162994
Center
99-4110
epresenting multiple schools)
tium applying as a library)
governmental entities.
ve.
56
•
s, to a contract included
s, to a contract included requested below,
1

Entity Number 162994		Applicant's Form Identifier_NRMSPOTS		
Contact Person _Leslie	Tripp	Phone Number 919 981 52	229	
R Please provide	your best estimat	ces Ordered in THIS Application te of the number of people who will be served by all of the service complete 8b. Consortia complete 8a and/or 8b.	es ordered in THIS Fo	rm 471. Schools/school
a Number of stu	dents to be served	18000 b Number of library patrons to be served		
		mmary outcome information based on the services ordered in the to THIS application.	is Form 471 applicatio	n. Please complete
IF THIS APPLICA	TION INCLUDES		BEFORE ORDER	AFTER ORDER
a (Schools/districts/c	onsortia only) Telephon	e service: How many classrooms had phone service before and after your order?	540	540
b High-bandwidth voi	ce/data/video service: H	low many buildings served before and after your order?		
C High-bandwidth voi	ce/data/video service: H	lighest speed to a building before and after your order?		
d Dial-up Internet cor	nnections; How many be	fore and after your order?		
e Dial-up Internet cor	nnections: Highest speed	d before and after your order?		
f Direct connections	to the Internet: How mai	ny before and after your order?		
g Direct connections	to the Internet: Highest	speed before and after your order?		
h Internet access (for	schools): How many ro	oms have Internet access before and after your order?		
Internet access (for	libraries): How many bu	uildings have Internet access before and after your order?		
Internet access: Ho	w many computers (or o	other devices) with Internet access before and after your order?	_	
k Other technology o	utcomes: (please specif	у):		
Block 4: Disc	count Calcu	lation Worksheets (pages 3a, 3b, and 3c)		
The following 3 page	s (3a, 3b, and 3c) a	are Block 4 worksheets for use in calculating your discount for service inber of sites you represent, and how services will be provided to thos	s. You will complete one e sites. Each worksheel	e or more depending t has instructions.
If you are an inc	lividual school or a	school district, use Worksheet A (page 3a)		
O If you are a libra	ary (system and/or o	outlet), use Worksheet B (page 3b)		
 If you are a con as you need for 	sortium, use Works back-up document	heet C (page 3c), and include as many Worksheets A and B ation.		

Entity Number	162994	Applicant's Form Identifier_NRMSPOTS
Contact Person	_Leslie Tripp	Phone Number 919 981 5229
L	·····	

Block 4: Discount Calculation Worksheet A for Individual Schools/School Districts

Instructions: Individual Schools/School Districts use this worksheet to calculate the discount rate for site-specific services and/or to determine the weighted average discount calculations for shared services.

10a Check only o	ne:
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- Applying ONLY for an individual school, or ONLY site-specific services: Complete columns 1-7 only for each school. Add and number
- pages as needed. Then use each school's Entity Number and its discount from Column 7 to complete Block 5 site-specific service to that school.

 Applying for discounts on services shared by ALL schools in the district (with or without site-specific services as well):
- Complete all columns 1-8 for all schools in the district. Then use the Weighted Average Discount in 10c (below) to complete Block 5 for shared services.
- Applying for discounts on different shared services shared by different groups of schools (with or without site-specific services as well):

 Please complete one worksheet, columns 1-8 PLUS 10c, for EACH different group of schools sharing a service. Designate this worksheet A-1, A-2, A-3, etc.

10b List entities and calculate discount(s).

1	2	3	4	5	6	7	8
Name of School	Entity Number	Urban or Rural U or R	Total # of Students	# of Students Eligible for NSLP	% Students Eligible for NSLP (Col. 5 ÷ Col. 4)	Discount % from Discount Matrix	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)
BAILEY ELEMENTARY	01341	U	541	332	61%	80%	43
BASKERVILLE ELEM	00703	U	481	435	90%	90%	43:
BENVENUE ELEM	01342	U	632	287	45%	60%	379
CEDAR GROVE ELEM	01344	U	205	148	72%	90%	185
EDWARDS JR	00736	U	934	479	51%	80%	747
FAIRVIEW ECC	new	U	134	109	81%	90%	121
MIDDLESEX ELEM	01348	U	336	187	56%	80%	269
NASH CENTRAL JR	01345	U	1030	469	46%	60%	618
NASHVILLE ELEM	01349	U	747	295	39%	60%	448
District Totals for calculating Weighted Average Discount			17531				12281

70%

Worksheet #A-1

Page 1

Entity Number	162994	Applicant's Form Identifier_NRMSPOTS
Contact Person	_Leslie Tripp	Phone Number 919 981 5229

Block 4: Discount Calculation Worksheet A for Individual Schools/School Districts

Instructions: Individual Schools/School Districts use this worksheet to calculate the discount rate for site-specific services and/or to determine the weighted average discount calculations for shared services.

10a	Check	only	one:
-----	-------	------	------

- Applying ONLY for an individual school, or ONLY site-specific services: Complete columns 1-7 only for each school. Add and number pages as needed. Then use each school's Entity Number and its discount from Column 7 to complete Block 5 site-specific service to that school.
- Applying for discounts on services shared by ALL schools in the district (with or without site-specific services as well):

 Complete all columns 1-8 for all schools in the district. Then use the Weighted Average Discount in 10c (below) to complete Block 5 for shared services.
- Applying for discounts on different shared services shared by different groups of schools (with or without site-specific services as well):
- Please complete one worksheet, columns 1-8 PLUS 10c, for EACH different group of schools sharing a service. Designate this worksheet A-1, A-2, A-3, etc.

10b List entities and calculate discount(s).

1	2	3	4	5	6	7	8
Name of School	Entity Number	Urban or Rural U or R	Total # of Students	# of Students Eligible for NSLP	% Students Eligible for NSLP (Col. 5 ÷ Col. 4)	Discount % from Discount Matrix	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)
POPE ELEMENTARY	00762	U	427	392	92%	90%	38-
RED OAK ELEM	01352	U	446	95	21%	50%	223
ROCKY MOUNT SR	00763	U	1113	564	51%	80%	890
SPRING HOPE ELEM	01356	U	598	327	55%	80%	478
SWIFT CREEK ELEM	01357	U	394	307	78%	90%	355
TAR RIVER LC	01218	U	41	16	39%	60%	25
WILLIFORD ELEM	01358	U	610	519	85%	90%	549
BRASWELL ELEM	00751	U	190	180	95%	90%	171
HUBBARD ELEM	02100	U	606	257	42%	60%	364
District Totals for calculating Weighted Average Discount			17531				12281
10c Weighted Average Discou	nt % for Shared Service	s (Col. 8 total	divided by Co	I 4 total Round	to nearest %)		
		1 1 2 2 1 1 1 1 1 1 1 1 1 1 1 1					70%

Worksheet #A-1

Page 2

of

Entity Number 162994 Contact Person _Leslie Tripp	Applicant's Form Identifier_NRMSPOTSP19 981 5229]
Block 4: Discount Calculation	Worksheet A	Worksheet #A-1	
for Individual School		Page 3	_

Instructions: Individual Schools/School Districts use this worksheet to calculate the discount rate for site-specific services and/or to determine the weighted average discount calculations for shared services.

10a Check only one:

- Applying ONLY for an individual school, or ONLY site-specific services: Complete columns 1-7 only for each school. Add and number pages as needed. Then use each school's Entity Number and its discount from Column 7 to complete Block 5 site-specific service to that school.
- Applying for discounts on services shared by ALL schools in the district (with or without site-specific services as well):

 Complete all columns 1-8 for all schools in the district. Then use the Weighted Average Discount in 10c (below) to complete Block 5 for shared services.
- Applying for discounts on different shared services shared by different groups of schools (with or without site-specific services as well):

 Please complete one worksheet, columns 1-8 PLUS 10c, for EACH different group of schools sharing a service. Designate this worksheet A-1, A-2, A-3, etc.

10b List entities and calculate discount(s).

1	2	3	4	5	6	7	8
Name of School	Entity Number	Urban or Rural U or R	Total # of Students	# of Students Eligible for NSLP	% Students Eligible for NSLP (Col. 5 ÷ Col. 4)	Discount % from Discount Matrix	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)
RED OAK MIDDLE	01343	U	1167	595	51%	80%	934
COOPERS ELEM	01346	U	580	240	41%	60%	348
ENGLEWOOD ELEM	00726	U	667	280	42%	60%	400
JOHNSON ELEM	00725	U	611	482	79%	90%	550
NORTHERN NASH SR	01351	U	1203	382	32%	50%	602
PARKER MIDDLE	00752	U	947	587	62%	80%	758
SOUTHERN NASH JR	01353	U	963	401	42%	60%	578
WINSTEAD AVE ELEM	new	U	743	282	38%	60%	446
SOUTHERN NASH SR	01354	U	1185	398	34%	50%	593
District Totals for calculating Weighted Average Discount			17531				12281
10c Weighted Average Discou	nt % for Shared Service	s (Col. 8 total	divided by Co	l. 4 total. Round	to nearest %)		
			•		•		70%

Entity Number 1 Contact Person L					s Form Identifier Phone Number _		229		_	
Instructions: U Make as many o	Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. If ake as many copies of this page as necessary, and number the completed pages to assure that they are all processed correctly. It is a supplied by administrator.									
11 Category of Service (only ONE category should be checked) Telecommunications Service Internet Access Internal Connections					15 Contract month services as des	Number (if available cribed in Instructions)	able; use "T" if tariffed service			919 981 5229
12 Form 470	Application Nu	mber (15 digits)	137	7080000272730	17 Allowable	Contract Da	te (mm/dd/yyyy, based	on Form 470 filing)		1/10/2000
SPIN - Se	rvice Provider				18 Contract	Award Date (r	nm/dd/yyyy)		1/13/20	000
	tion Number (9 d	igits) 143001484			19 Service Start Date (mm/dd/yyyy) 7/1/2000				00	
14 Service P	rovider Name	Sprint			20 Contract	Expiration Da	ite (mm/dd/yyyy)		6/30/20	000
. 71	You MUST attach a description of the service, including a breakdown of components and costs, plus any relevant brand names. Label this description with an Attachment #, and note number in space provided below. Attachment #_1									
•	22 a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: Receiving This Service: b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., A-1): A-1(3 pages)									
23 Calculation										
A	В	Recurring Cha	rges D	E .	F O	ne-Time Cha G	irges	l i	Total Ch.	arges K
Monthly \$ charges (total amount per month for service)	How much of the \$ amount in (A) is ineligible?	Eligible monthly pre-discount amount (A minus B)	# of months service provided in program year	Annual pre-discount \$ amount for eligible recurring charges (D x C)	Annual non- recurring (one-	How much of the \$ amount in	Annual eligible pre-	Total program year pre-discount	% discount	
15,750	0	\$ 15,750	12	\$ 189,000	0	0	0	\$ 189,000	70%	\$ 132,300

Entity Number Contact Person					s Form Identifier Phone Number		229			_
Instructions: (Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as necessary, and number the completed pages to assure that they are all processed correctly.									
FRN#	FRN#)									
	11 Category of Service (only ONE category should be checked) • Telecommunications Service Internet Access Internal Connections						able; use "T" if tariffed service	es, "MTM" if month-to-		
			:ess U ii	nternal Connections	16 Billing Ad	count Numb	er (e.g., billed telephon	e number)		919 981 5229
12 Form 47	0 Application Nu	mber (15 digits)	137	7080000272730			te (mm/dd/yyyy, based	on Form 470 filing)		1/10/2000
	ervice Provider	L. b. 1 1000 100 1			18 Contract	Award Date (r	mm/dd/yyyy)		1/13/20	000
	ation Number (9 d	ligits) 143004824			19 Service S	Start Date (mm	/dd/yyyy)		7/1/20	00
14 Service I	Provider Name	Bell South			20 Contract	Expiration Da	ate (mm/dd/yyyy)		6/30/20	000
	You MUST attach a description of the service, including a breakdown of components and costs, plus any relevant brand names. Label this description with an Attachment #, and note number in space provided below. Attachment # _1									
22 Entity/En Receivin	ntities g This Service:	service :		ecific (provided to one		·	•		·	Block 4 receiving this
23 Calculati					_					
	F	Recurring Cha				ne-Time Cha		ļ <u>.</u>	Total Ch	
A Monthly \$ charges (total amount per month for service)	How much of the \$ amount in (A) is	C Eligible monthly pre-discount amount (A minus B)	# of months service provided in program year	E Annual pre-discount \$ amount for eligible recurring charges (D x C)	F Annual non- recurring (one- time) \$ charges	How much of the \$ amount in (F) is ineligible?	Annual eligible pre- discount \$ amount for one-time charges (F minus G)	Total program year pre-discount \$ amount (E + H)	y discount (from Block 4 Worksheet)	Funding Commitment \$ Request (Jx1)
3,600	0	\$ 3,600	12	\$ 43.200	0	0	0	\$ 43.200	70%	\$ 30.240

Entity Number 162994

Contact Person _Leslie Tripp						Phone Number _	919 981 5	229			-
Inst Mak	Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as necessary, and number the completed pages to assure that they are all processed correctly. FRN:: (to be assigned by administrator)										
	11 Category of Service (only ONE category should be checked) © Telecommunications Service Internet Access Internal Connections						Number (if available of the control	able; use "T" if tariffed service			919 981 5229
12		Application Nu			7080000272730						1/10/2000
 			inber (15 digits)	134	7080000272730		Award Date (te (mm/dd/yyyy, based	on Form 470 filing)	1/13/20	
13	SPIN - Service Provider Identification Number (9 digits) 143008907					19 Service S	······			7/1/20	
14						20 Contract				6/30/20	
21	You MUST attach a description of the service, including a breakdown of components and costs, plus any relevant brand names. Label this description with an Attachment #, and note number in space provided below. Attachment #_1							Block 4 receiving this			
23	Calculation	ns								(5 F-3	,,
		B	Recurring Cha	T			ne-Time Cha			Total Cha	
(tota	A hly \$ charges I amount per h for service)	How much of the \$ amount in (A) is ineligible?	Eligible monthly pre-discount amount (A minus B)	# of months service provided in program year	Annual pre-discount \$ amount for eligible recurring charges (D x C)	Annual non- recurring (one- time) \$ charges	How much of the \$ amount in (F) is ineligible?	Annual eligible pre- discount \$ amount for one-time charges (F minus G)	Total program year pre-discount \$ amount (E + H)	y discount (from Block 4 Worksheet)	Funding Commitment \$ Request (JxI)
	1,350	0	\$ 1,350	12	\$ 16,200	0	0	0	\$ 16,200	70%	\$ 11,340

Applicant's Form Identifier_NRMSPOTS_

Entity Number 162994

ntity Number		Applicant's Form Identifier_NRMSPOTS Phone Number919 981 5229
htaci reison	n_Leslie Tripp	Filotie Nutibet 313 301 3223
Block (6: Certifications and	Signature
	olicant is eligible for support because it	•
a ✓		ons of elementary and secondary schools found in the Elementary
a 📺		
		65, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-
. —	• ·	endowments exceeding \$50 million; and/or
b ∐	•	for assistance from a state library administrative agency under the
	,	ct of 1996 that do not operate as for-profit businesses and whose
		om any schools, including, but not limited to, elementary and
	secondary schools, colleges, or univ	versities.
25 The	e schools and libraries I represent hav	ve secured access to all of the resources, including computers,
	· · · · · · · · · · · · · · · · · · ·	ctrical connections necessary to make effective use of the
		e discounted charges for eligible services.
561	vices purchased as well as to pay the	discounted charges for eligible services.
26 All of th	e individual schools, libraries, and libra	ary consortia listed in Block 4 are covered by:
a 🗌	_	ing the services requested in this application; and/or
b 🔽		using the services requested in this application; or
c □		ng for basic local and long distance telephone service only
٠ _	To technology plan necessa, apply	y for basic local and long distance telephone solvies sing
27 Status	of technology plans (if representing mu	ultiple entities with mixed technology plan status, check both a and b):
a ✓	technology plan(s) has/have been a	approved
b □		I by a state or other authorized body.
c 🗆		ng for basic local and long distance telephone service only.
<u>^</u>	or was the actition aliable for suppr	the state of the s
		ort that I am representing have complied with all applicable state
dir	d local laws regarding producement or	services for which support is being sought.
29 i c	sadify that the services the applicant pr	urchases at discounts provided by 47 U.S.C. Sec. 254 will be
		d will not be sold, resold, or transferred in consideration for
		1 Will not be sold, resold, or transferred in consideration to
тіс	oney or any other thing of value.	
30 I c	sortify that the entity(ies) I represent ha	as complied with all program rules and I acknowledge that failure
		funding and/or cancellation of funding commitments.
	UO SO May result in demar or discours.	fulfulling action cancellation or landing occurrence.
31 lu	inderstand that the discount level used	for shared services is conditional, for future years, upon
		chools and libraries that are treated as sharing in the service,
	ceive an appropriate share of benefits	
100	selve all appropriate share of contents	HOM those services.
32 I re	ecognize that I may be audited pursua	ant to this application and will retain for five years any and all
	orksheets and other records that I rely	
***	orksneets and other records that i co., .	upon to iiii out tiiis application.
33 I c	sortify that I am authorized to submit th	is request on behalf of the above-named entities, that I have
		of my knowledge, information, and belief, all statements of fact
	camined this request, and to the best of ontained herein are true.	I my knowledge, information, and benefit, all statements of last
	Mained Heleni ale due.	
34 Signati	ure	35 Date
36 Printe	d name of authorized person	
37 Title or	r position of authorized person	
38 Teleph	one number of authorized person:	(), ext
Persons willf	ully making false statements on this for	rm can be punished by fine or forfeiture, under the Communications Act,
		under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.
	/	411401 11140 10 01 1110 0111104 044100 0040) 10 0.0.0. 000, 1001,

Entity Number	162994	Applicant's Form Identifier_NRMSPOTS	
Contact Person	_Leslie Tripp	Phone Number919 981 5229	_

NOTICE TO INDIVIDUALS: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator, 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order service eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the personal information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding.

If you owe a past due debt to the Federal government, the taxpayer identification number (such as your social security number) and other information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Privacy Act of 1974, Pub. L. No. 93-579, December 31, 1974, 5 U.S.C. § 552, and the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD-Form 471 c/o Ms. Smith 3833 Greenway Drive Lawrence Kansas 66046 (888) 203-8100

Entity Number	162994	Applicant's Form Id	dentifier NRMSPOT	S	
Contact Person	_Leslie Tripp	Pho	one Number	919 981	5229

ATTACHMENT # 1

Service Provider - SPIN # - Contract #

Sprint\CT&T

143001484

Local telephone service for all schools and central administrative facilities. Total phones listed below.

BellSouth

143004824

Long distance telephone service for all schools and central administrative facilities. Total phones listed below.

AllTel

143008907

Cellular service for phones listed below

SITE	CODE	PHONE LINES
BAILEY ELEMENTARY SCHOOL	01341	6
BASKERVILLE ELEMENTARY SCHOOL	00703	10
BENVENUE ELEMENTARY SCHOOL	01342	7
BENVENUE MIDDLE SCHOOL	01343	8
BRASWELL ELEMENTARY SCHOOL	00751	9
CEDAR GROVE ELEMENTARY SCHOOL	01344	8
COOPERS ELEMENTARY SCHOOL	01346	7
EDWARDS JUNIOR HIGH SCHOOL	00736	14
ENGLEWOOD ELEMENTARY SCHOOL	00726	9
HUBBARD ELEMENTARY SCHOOL	02100	6
JOHNSON ELEMENTARY SCHOOL	00725	9
MIDDLESEX ELEMENTARY SCHOOL	01348	6
NASH CENTRAL JR HIGH SCHOOL	01345	10
NASH-ROCKY MOUNT SCHOOL ADMIN	37-03270	150
NASHVILLE ELEMENTARY SCHOOL	01349	14
NORTHERN NASH SR HIGH SCHOOL	01351	26
PARKER MIDDLE SCHOOL	00752	8
POPE ELEMENTARY SCHOOL	00762	7
RED OAK ELEMENTARY SCHOOL	01352	6
ROCKY MOUNT SR HIGH SCHOOL	00763	18
SOUTHERN NASH JR HIGH SCHOOL	01353	13
SOUTHERN NASH SR HIGH SCHOOL	01354	19
SPRING HOPE ELEMENTARY SCHOOL	01356	7
SWIFT CREEK ELEMENTARY SCHOOL	01357	7
TAR RIVER LEARNING CENTER	01218	6
WILLIFORD ELEMENTARY SCHOOL	01358	9
FAIRVIEW EARLY CHILDHOOD CENTER	New school	6
WINSTEAD AVENUE ELEMENTARY	New school	12
RED OAK MIDDLE SCHOOL	01343	12
CELLULAR PHONES	37-03270	71
TOTAL		500

Nash County-Rocky Mount Public School System Appeal to the FCC of partial denial of E Rate funding Program Year 3 FCC Dockets Nos. 96-45, 97-21

ATTACHMENT 3

CONTRACT WITH SPRINT d/b/a CAROLINA TELEPHONE COMPANY

NCGOV.DOC 01/03/97

"CUSTOMER":



CONTRACT NO. 961218-A

AGREEMENT FOR DIGITAL CENTREX SERVICES NORTH CAROLINA STATE GOVERNMENT

This Agreement, made the 18 day of December, 1996, between Carolina Telephone and Telegraph Company, hereinafter referred to as "COMPANY", and North Carolina State Government hereinafter referred to as

WITNESSETH:

WHEREAS, CUSTOMER now desires to lease DIGITAL CENTREX SERVICE; and WHEREAS, COMPANY is desirous of leasing to CUSTOMER and CUSTOMER is desirous of leasing from COMPANY all that DIGITAL CENTREX SERVICE enumerated in Paragraph 1 of this Agreement and upon the terms and conditions provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and mutual promises, covenants, and agreements contained herein, and with the intent to be legally bound hereby, the parties agree as follows:

1. <u>DIGITAL CENTREX SERVICE AND RATES</u> - COMPANY hereby leases to CUSTOMER certain telephone exchange service as described in the COMPANY'S Special Service Arrangement Tariffs filed with the North Carolina Utilities Commission at the rates set forth therein ("Special Service Arrangements"). A listing of the Digital Centrex Service and charges are detailed in Exhibit A. Exhibit A is attached hereto and incorporated by reference as if fully set forth herein.

2. <u>INSTALLATION</u> -

- A. CUSTOMER agrees to obtain all necessary consents to install the Digital Centrex Service from any third parties having an interest in the installation site. CUSTOMER agrees to furnish and place, at its expense, any necessary conduits and electrical current required to operate the Digital Centrex Service. CUSTOMER shall, at its expense, provide necessary openings and ducts for cable and conductors in floors and walls with a floor plan and/or prints showing the location of such. The floor plan and/or prints will also show the locations and types of instruments to be installed. It is understood that any changes in instrument types or locations may change the quoted price. Such additional charges will be based on time and material costs incurred by the COMPANY.
- B. The COMPANY shall not be responsible for damages to the premises not resulting from the COMPANY'S, its agent's or subcontractor's negligence or willful misconduct.
- C. Except as specified in 4.B, below, if prior to the installation of the Digital Centrex Service, CUSTOMER should for any reason cancel the order for the Digital Centrex Service, or if for any reason not substantially attributable to the fault of the COMPANY or its suppliers, the Digital Centrex Service is not installed by the COMPANY, CUSTOMER shall pay to the COMPANY reasonable allowance for loss of investment as determined by current tariff rates and charges for labor and materials associated with specific Central Office and/or Outside Plant Construction.
- 3. <u>TITLE</u> The title to the aforesaid described Digital Centrex Service shall remain in the COMPANY, the CUSTOMER having only the right to the use thereof during the term of the Agreement.
- 4. <u>TERM</u> The initial term of the Agreement of said Digital Centrex Service shall commence on the date service is established for said Digital Centrex Service (as stated in Exhibit B) and end <u>48</u> months from that date with the following additional conditions:
- A. The North Carolina State Government Office of State Controller (NCSG-OSC) is the sole provider of the services to the authorized users and is the only authorized agent who can order, facilitate, bill and provide these services to NCIH authorized users' sites in accordance with the provisions of the Tariff and the North Carolina General Statutes.

B. The State's obligation to pay any amount due is contingent upon the availability and continuation of funds and receipts to the Office of the State Controller and authorized users for the service described herein. The State and authorized users agree to use their best efforts to obtain funding and in the event that funds are unavailable by an authorized user of the service, the State may terminate the service without incurring any liability whatsoever. The State will provide thirty (30) days prior written notice of any termination of service to any authorized user. Authorized users are defined by GS & 143B-39(14) and (15) and GS & 147-64.4(4).

C. Should CUSTOMER decide to terminate this Agreement prior to the end of the full term, CUSTOMER agrees to give COMPANY not less than thirty (30) days prior written notice of the termination. CUSTOMER agrees to pay COMPANY, within thirty (30) days of termination of the Agreement, Termination Charges except as specified in (B). above. Termination charges will be determined by taking the sum of "Basic Network Access" charges and "Network Usage" charges due as follows:

Basic Network Access: Multiply the monthly rate by the months remaining on the Agreement by 90% of the highest attained number of working authorized sites (determined as of December 31 of each year).

Network Usage: Multiply the usage rate by the highest monthly level of usage in the preceding twelve (12) months by 90% of the number of months remaining on the Agreement.

Notwithstanding the foregoing, such termination charges shall not exceed the actual costs incurred by the COMPANY to provide the services set forth in this Agreement.

- D. This Agreement will be automatically renewed and extended on a month to month basis from the referenced termination date, unless either party gives written notice to the other of an intention to terminate the Agreement at the expiration of the then current term. Such notice is to be given not less than thirty (30) days prior to the expiration of the then current term.
- E. Except as specified in 4.B above, termination liabilities under this Agreement apply for the entire term of this Agreement, including all renewals and extensions thereto.
- 5. <u>DEFAULT IN RENT</u> If CUSTOMER should fail to pay the Service Connection Charge or any monthly rental payment, COMPANY, at its option, may, by notice to CUSTOMER, declare the entire unpaid rental and other sums payable by CUSTOMER hereunder to be immediately due and payable.
- 6. <u>CONTRACT ASSIGNMENT</u> CUSTOMER shall not sell, assign, encumber or grant any security interest in any of the Digital Centrex Service to any person or entity whatsoever, except upon written consent of COMPANY thereto.
- 7. TARIFFS COMPANY agrees to provide a Standard Pricing Schedule by March 1, 1997 for North Carolina State Government within the State of North Carolina for Digital Centrex Services that are provided within the COMPANY'S operating Central Office Areas. When the Standard Pricing Schedule has been developed and approved by the North Carolina Utilities Commission the COMPANY will notify the CUSTOMER the Standard Pricing Schedule is available and the CUSTOMER has the right to change the Digital Centrex Service provided under this Agreement to the new Plan without any termination charges. If CUSTOMER does not elect to change to the new Plan the terms and conditions of this Agreement will apply. In the event that the terms of this Agreement conflict with tariff provisions, the Agreement language shall control.

- 8. <u>LIMITATION OF LIABILITY</u> CUSTOMER agrees that the COMPANY shall not be liable to CUSTOMER for any loss, claim, demand, liability, cost damage or expense of any kind, caused, directly or indirectly, by any service provided herein or by any inadequacy thereof for any purpose. COMPANY shall have no liability resulting from use of the Digital Centrex Service in connection with life support devices or emergency services, including, but not limited to, 911 service.
- 9. <u>ASBESTOS</u> The COMPANY shall be responsible for contacting the owner of any premise in which work is to be performed under this Agreement to determine whether asbestos containing materials (ACM) and/or presumed asbestos containing materials (PACM) are located in said premise. Once the existence of ACM or PACM has been identified, it shall be COMPANY'S sole responsibility to take necessary special precautions and actions to protect its employees, subcontractors, the general public, and the premise and structure from exposure to asbestos while performing any work under this Agreement. If the COMPANY determines that it will practice avoidance of premise areas suspected of containing asbestos (whether encapsulated or not), the CUSTOMER agrees to allow an adjustment to the price of this Agreement to reflect the COMPANY'S total avoidance of areas where suspected ACM or PACM may be located. However, should the COMPANY not practice total avoidance, it shall be the COMPANY'S sole responsibility to comply all applicable laws, rules, regulations and guidelines relating to the existence of or exposure to ACM or PACM.
- 10. <u>REMOTE ACCESS</u> CUSTOMER acknowledges that certain premise equipment contains a remote access feature that enables callers to access the equipment from remote locations. COMPANY makes no warranty regarding this feature. Any charges resulting from unauthorized access shall be the responsibility of the CUSTOMER.

11. GENERAL PROVISIONS

- A. <u>NON-WAIVER</u> COMPANY'S failure to enforce strict performance by CUSTOMER of terms herein shall not be construed as a waiver of any terms contained herein.
- B. <u>BENEFITS</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their personal representatives, successors and assigns, and any assignees for the benefit of creditors, trustees or receivers in bankruptcy or insolvency.
- C. REVIEW AND APPROVAL This Agreement is subject to the review and approval of the North Carolina Utilities Commission and if for any reason the Agreement is not approved and has to be canceled, COMPANY will not be liable for any loss, claim, demand, liability, cost, damage or expense of any kind the CUSTOMER has or claims to have associated with signing this Agreement.
- D. RATES, CHARGES AND REGULATIONS All rates, charges and regulations specified herein are in addition to all other appropriate charges and regulations specified in Section 5 and 12 of the North Carolina General Subscriber Services Tariff will apply to this Agreement.
- E. <u>ENTIRE AGREEMENT</u> Digital Centrex Service enumerated in Paragraph 1, and no representation or understanding not contained herein shall be binding upon the parties.
- F. <u>NEW PRODUCTS & DIGITAL CENTREX ENHANCEMENTS</u> COMPANY agrees to provide CUSTOMER with a new product update and a Digital Centrex Product review by holding joint planning sessions from time to time. This review will allow the CUSTOMER to see what new products are available while reviewing the CUSTOMER'S Digital Centrex Services for future enhancements and/or changes. CUSTOMER and COMPANY may subsequently negotiate pricing for provision of such services.

G. NOTICE - Any termination notice shall not be deemed to have been given unless in writing sent postage prepaid to and received by the other party addressed as follows:

TO CUSTOMER:

North Carolina State Government

Director State Telecommunication Services

3700 Wake Forest Road

Raleigh, North Carolina 27609

TO COMPANY:

Sprint Mid-Atlantic Telecom, Inc. CONTRACT ADMINISTRATION 3261 Atlantic Avenue, Suite 200 Raleigh, North Carolina 27604

The parties have hereunto executed this Agreement by their duly authorized representatives as of the day and year first above written.

CUSTOMER

CUSTOMER NAME:	NORTH CAROLINA STATE GOVERNMENT
SIGNATURE:	Mand for from
PRINT NAME:	Edward Renfrow
TITLE:	State Controller
COMPANY NAME:	COMPANY CAROLINA TELEPHONE AND TELEGRAPH COMPANY
SIGNATURE:	War Ven
PRINT NAME:	Walt Vernon
TITLE:	Director of Marketing Operations

EXHIBIT A

CAROLINA TELEPHONE & TELEGRAPH COMPANY DIGITAL CENTREX SERVICE SCHEDULE OF SERVICE AND EQUIPMENT

DATE:	DATE: December 2, 1996 PAGEOF								
CUSTC	CUSTOMER BILLING ADDRESS: NORTH CAROLINA STATE GOVERNMENT 3700 WAKE FOREST ROAD RALEIGH, NORTH CAROLINA 27609-6860								
AIRLINE MILEAGE									
QTY.	DESCRIPTION RECURRING CHARGES	MONTHLY UNIT RATE	MONTHLY EXTENDED UNIT RATE						
-	ABC MAIN STATION LINE	11.16		SECTIO	ON 5.3.8				
	ENHANCED FEATURE PACKAG	GE 2.00		SECTIO	ON 5.3.8				
	BUSINESS SET FEATURE PACKAGE	1.75		SECTIO	ON 5.3.8				
	DIGITAL TRUNK per TRUNK TERMINATION (FX)	11.15 N		SECTIO	ON 5.3.8				
QTY.	DESCRIPTION NON-RECURRING CHARGES	UNIT	RATE	EXTENDI	ED RATE				
					·				
TOTAL	RECURRING MONTHLY CHARGES	S							
TOTAL	TOTAL NONRECURRING CHARGES								